

CZB 10-41-08



CFN 2009R0016714
OR Bk 26712 Pgs 0892 - 900; (9pgs)
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Miguel Diaz de la Portilla, Esq.
Address: Becker & Poliakoff, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

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(Space reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida described in Exhibit "A," attached hereto, and hereafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B," and

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No. 08-034 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

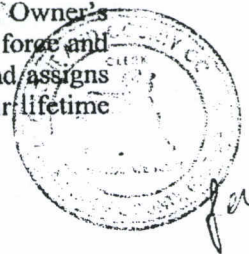
1). Landscape Buffer: A landscape buffer will be provided along the Southern and Western perimeters of the property. The buffer will be 15' wide; and will include trees from any of the following categories:

- a. *Duranta repens*/golden dewdrop: 8' high at planting
- b. *Tabebuia Caraiba* or *heterophylla*/yellow/pink *tabebuia* 10' high at time of planting
- c. *Lysiloma sabicu*/tamarind: 12'-15' high at planting
- d. *Casasia clusiifolia*/seven-year apple: 8' high at planting
- e. *Conocarpus erectus*/silver buttonwood: 10'-12' high at planting
- f. *Cordial sebestena*/Geiger tree (orange): 10'-12' high at time of planting

The trees will be staggered in double rows and installed at a 20' spacing between trees.

2). County Inspection: As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

3). Covenant Running With the Land: This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime



shall be for the same benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

4). Term: This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, thereafter, unless an instrument executed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has been first modified released by Miami-Dade County.

5). Modification, Amendment, Release: This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing. Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

6). Enforcement: Enforcement shall be by action against any parties or persons violating, or attempting to violate any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the service of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

7). Authorization for Miami-Dade County to Withhold Permits and Inspections: In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

8). Elections of Remedies: All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

9). Presumption of Compliance: Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of the Declaration.

10). Severability: Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

11). Recording: This Declaration shall be filed of record in the public records

of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Signed, sealed and acknowledged on this 13 day of November, 2008.

Witnesses:

Signature

Print Name

Signature

Print Name

FERRO DEVELOPMENT LLC, a
Florida limited liability company

Address:

8165 N.W. 155th Street
Hialeah, FL 33016

By: Ferro Development Corp.
(Managing Member)

By:

Mario Ferro, Jr., President

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Mario Ferro, Jr., the President of Ferro Development Corp., a Florida corporation and Manager of Ferro Development, LLC, a Florida limited liability company, on behalf of the LLC. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 13 day of November, 2008 in the County and State aforesaid.



NOTARY PUBLIC, State of Florida

Print: Wesley Guillen

My Commission Expires: May 20, 2011